



INVITATION TO BID
FOR THE
CONSTRUCTION OF
2016 ASPHALT PATCHING

BID NUMBER

16-230

Release of Bid:
July 28, 2016

Pre-bid Conference
August 9, 2016 @ 10:00 AM

Deadline for Questions
August 10, 2016 @ 5:00 PM

Bid Due Date
August 19, 2016 @ 2:00 PM

Questions must be directed to:
City of Johns Creek, Purchasing Manager, John T. Henderson,
via e-mail to:
john.henderson@johnscreekgga.gov



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CITY OF JOHNS CREEK

ITB NUMBER #16-230

ANNOUNCEMENT

The City of Johns Creek is accepting sealed Invitations to Bid (ITB) from qualified construction firms for the 2016 Asphalt Patching Project. Sealed ITB's will be received no later than **2:00PM. On August 19, 2016** in the City of Johns Creek Purchasing Office, 12000 Findley Rd., Suite-400, Johns Creek, Georgia, 30097. ITB's received after the above time or in any other location other than the Purchasing Office **will not** be accepted. A Pre-Bid Conference will be held on **August 9, 2016, at 10:00 AM** at the City Hall, Chattahoochee Conference Room, 4th floor.

The City of Johns Creek, in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d—42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

ITB packages and plans are available on the City of Johns Creek website (www.johnscreekgov.com). Additional information may be obtained by contacting the Purchasing Office at (678) 512-3233. ITB's shall be presented in a sealed opaque envelope with the ITB number and name clearly marked on the outside of the envelope. The name of the company or firm submitting an ITB response should also be clearly marked on the outside of the envelope. **(TWO (2) ORIGINALS AND ONE (1) COPY OF THE ITB ON CD MUST BE SUBMITTED.)** ITB's **will not be accepted verbally or by fax or email.** All offerors must comply with all general and special requirements of the ITB information and instructions enclosed herein.

The City of Johns Creek reserves the right to reject any or all bids and to waive technicalities and informalities, and to make award in the best interest of the City of Johns Creek.

BID FORM

**TO: PURCHASING MANAGER
CITY OF JOHNS CREEK
JOHNS CREEK, GEORGIA 30097**

Ladies and Gentlemen:

In compliance with your Invitation To Bid, the undersigned, hereinafter termed the Bidder, proposes to enter into a Contract with the City of Johns Creek, Georgia, to provide the necessary machinery, tools, apparatus, other means of construction, and all materials and labor specified in the Contract Documents or as necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for:

2016 ASPHALT PATCHING

The Bidder has carefully examined and fully understands the Contract, Specifications, and other documents hereto attached, has made a personal examination of the Site of the proposed Work, has satisfied himself as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if his bid is accepted, he will contract with the City of Johns Creek in full conformance with the Contract Documents.

Unless otherwise directed, all work performed shall be in accordance with the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition). All materials used in the process of completion of the work included in the Contract will be furnished from Georgia Department of Transportation certified suppliers only.

It is the intent of this Bid to include all items of construction and all Work called for in the Specifications, or otherwise a part of the Contract Documents.

In accordance with the foregoing, the undersigned proposes to furnish and construct the items listed in the attached Bid schedule for the unit prices stated.

The Bidder agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled.

Bidder acknowledges receipt of the following addenda:

Addendum No.	Date Received
_____	_____
_____	_____
_____	_____

Bidder further declares that the full name and resident address of Bidder's Principal is as follows:

Signed, sealed, and dated this _____ day of _____

Bidder _____ (Seal)
Company Name

Bidder Mailing Address:

By: _____

Title: _____

By: _____

Title: _____

BIDDING INSTRUCTIONS

FAILURE TO RETURN THE FOLLOWING BID DOCUMENTS WILL RESULT IN THE BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION:

1. City Bid Schedule,
2. Applicable Compliance Specifications Sheets, and
3. Applicable Addenda Acknowledgement, Page 6.
4. Bid Bond

BIDDING REQUIREMENTS

GDOT Specification – Section 102-Bidding Requirements and Conditions will be followed for this bid package.

Interested parties shall submit their completed bid by the date and time designated on the cover sheet to the City of Johns Creek Purchasing Office. Any bids received after the deadline will be returned to the bidder. It is understood and agreed that this bid shall be valid and held open for a period of thirty (30) days from bid opening date.

The following items will be included in the bid response package.

1. Completed BID TAB Sheet
2. Bid bond
3. Certificate of Insurance
4. E-verify/SAVE Affidavit
5. The bidder shall provide project references to verify experience completing projects of similar scope.

Omission of any of the above items may disqualify the bidder from competition.

BID SCHEDULE:

Release of Bid	7/28/15
Pre-bid Conference	8/09/16
Deadline for Questions	8/10/16 @ 5:00 PM
Response to Questions	8/12/16
Bid Due Date:	8/19/16 @ 2:00PM
Anticipated Notice to Proceed	12/01/16
Project Completion Date	90 calendar days after NTP

INSURANCE REQUIREMENTS

Within 10 days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City covering:

1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:
 - Bodily Injury by Accident - \$100,000 each accident
 - Bodily Injury by Disease - \$500,000 policy limit
 - Bodily Injury by Disease - \$100,000 each employee
2. Comprehensive General Liability Insurance
 - (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage Owner's and Contractor's Protective
 - (b) Blanket Contractual Liability
 - (c) Blanket "X", "C", and "U"
 - (d) Products/Completed Operations Insurance
 - (e) Broad Form Property Damage
 - (f) Personal Injury Coverage
3. Automobile Liability
 - (a) \$1,000,000 limit of liability
 - (b) Comprehensive form covering all owned, non-owned and hired vehicles
4. Umbrella Liability Insurance
 - (a) \$1,000,000 limit of liability
 - (b) Coverage at least as broad as primary coverage as outlined under Items 1, 2, and 3 above
5. The City of Johns Creek, Georgia, and its subcontractors and affiliated companies, their officers, directors, employees shall be named on the Certificates of Insurance as additional insured and endorsed onto the policies for Comprehensive General Liability, Automobile Liability and Umbrella Liability insurance maintained pursuant to this Contract in connection with liability of the City of Johns Creek and their affiliated companies and their officers, directors and employees arising out of Contractor's operations. Copies of the endorsements shall be furnished to the City prior to execution of the contract. Such insurance is primary insurance and shall contain a Severability of Interest clause as respects each insured. Such policies shall be non-cancelable except on thirty (30) days written notice to the City. Any separate insurance maintained in force by the additional insured named above shall not contribute to the insurance extended by Contractor's insurer(s) under this additional insured provision.

Certificate Holder should read: The City of Johns Creek, Georgia, 12000 Findley Rd, Suite 400, Johns Creek, Georgia 30097.

BONDING REQUIREMENTS

Each bid must be accompanied with a BID BOND (bond only: certified checks or other forms are not acceptable) in an amount equal to five percent (5%) of the base bid, payable to the City of Johns Creek. Said bid bond guarantees the bidder will enter into a contract to construct the project strictly within the terms and conditions stated in this bid and in the bidding and contract documents, should the construction contract be awarded.

The Successful Bidder shall be required to furnish a bond for the faithful performance on the contract and a bond to secure payment of all claims for materials furnished and/or labor performed in performance of the project, both in amounts equal to one hundred percent (100%) of the contract price.

Bonds shall be issued by a corporate surety appearing on the Treasury Department's most current list (Circular 570 as amended) and be authorized to do business in the State of Georgia.

Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners shall execute Bond.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT _____

(Name of Contractor) _____

(Address _____ of _____ Contractor) _____ at

(Corporation, Partnership and or Individual) hereinafter called Principal, and _____

(Name of Surety)

(Address of Surety)

A corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

City of Johns Creek Georgia

(Name of Obligee)

12000 Findley Rd., Suite-400, Johns Creek, Georgia 30097

(Address of Obligee)

Hereinafter referred to as Obligee, in the penal sum of _____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to the City of Johns Creek, Georgia, a proposal for furnishing materials, labor and equipment for:

2016 ASPHALT PATCING

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the bid is accepted, the Principal shall within ten days after receipt of notification of the acceptance execute a Contract in accordance with the Bid and upon the terms, conditions, and prices set forth in the form and manner required by the City of Johns Creek, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to the City of Johns Creek, Georgia, each in an amount of 100% of the total Contract Price, in form and with security satisfactory to said the City of Johns Creek, Georgia, and otherwise, to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the City of Johns Creek,

Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant, to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. SS 13-10-1, et. Seg. And SS 36-86-101, et. Seg. And is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this _____ day of _____ A.D., 20____

ATTEST:

(Principal Secretary)

(Principal)

(SEAL)

BY: _____

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST

BY: _____
(Attorney-in-Fact) and Resident Agent

(Attorney-in-Fact)

(Seal)

(Address)

(Witness as to Surety)

(Address)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT

(Name of Contractor)

(Address of Contractor)

a _____
(Corporation, Partnership or Individual)

Hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

A Corporation of the State of _____ and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

The City of Johns Creek. Georgia
(Name of Obligee)
12000 Findley Rd., Suite-400, Johns Creek, Ga. 30097
(Address of Obligee)

hereinafter referred to as Obligee; are held firmly bound unto said Obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract hereinafter referred to, in the penal sum of: _____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee, dated for: _____.

NOW THEREFORE, the conditions of this obligation are such that if the above bound Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the obligee, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then his obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or

to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including but not limited to, O.C.G.A. SS 13-10-1 et. Eq. and SS 36-86-101, et. Seg., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this _____ day of _____ A.D., 20____

ATTEST:

(Principal Secretary)

(Principal)

(SEAL)

BY: _____

(Witness to Principal)

(Address)

(Surety)

ATTEST BY: _____
Attorney-in-Fact) and Resident Agent

(Attorney-in-Fact)

(Seal)

(Address)

(Witness as to Surety)

(Address)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: THAT

(Name of Contractor)

(Address of Contractor)

a _____
(Corporation, Partnership or Individual)

Hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

a Corporation of the State of _____ and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

The City of Johns Creek Georgia

(Name of Oblige)

12000 Findley Rd., Suite-400, Johns Creek, Georgia 30097

(Address of Oblige)

hereinafter referred to as Oblige; for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution of the work provided for in the contract herein after referred to in the full and just sum of _____ Dollars

(\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, the Principal and Surety bind themselves, their, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract. hereto attached, with the Oblige, dated _____ for _____.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall well, truly, and faithfully perform said Contract in accordance to its terms, covenants, and conditions, and shall promptly pay all persons furnishing labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

All persons who have furnished labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract shall have a direct right of action on this Bond, provided payment has not been made in full within ninety (90) days after the last day on which labor was performed, materials, services, skill, tools, machinery, and equipment furnished or the subcontract completed.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor, materials, services, skill, tools, machinery, and/or equipment having a direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Principal:

Unless such person shall have given notice to the Principal within One Hundred and Twenty (150) days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery and/or equipment were furnished, or for whom the work or labor was done or performed. Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Obligee, to the person and at the address provided for in the Contract, within five (5) days of the mailing of the notice to the Principal.

PROVIDED, FURTHER, that any suit under this bond must be instituted before the expiration of one (1) year after the acceptance of the public works covered by the Contract by the proper authorities.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. SS 13-10-1, et. Eq. and SS 36-86-101, et. Seg., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this _____ day of _____ A.D., 20____

ATTEST:

(Principal Secretary)

(SEAL)

(Witness to Principal)

(Address)

(Principal)

BY: _____

(Address)

ATTEST

(Attorney-in-Fact)

(Seal)
(Address)

(Witness as to Surety)

(Address)

(Surety)
BY: _____
(Attorney-in-Fact) and Resident Agent

QUALIFICATIONS SIGNATURE AND CERTIFICATION
(Bidder to sign and return)

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. Seq. have not been violated and will not be violated in any respect.

Authorized Signature_____Date_____

Print/Type Name_____

Print/Type Company Name Here_____

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named as Contractor in the foregoing bid; that _____ who signed said bid in behalf of the Contractor, was then (title)_____ of said Corporation; that said bid was duly signed for and in behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of _____.

This _____ day of _____, 20_____

_____(Seal)
(Signature)

LIST OF SUBCONTRACTORS

I do _____, do not _____, propose to subcontract some of the work on this project. I propose to Subcontract work to the following subcontractors:

Company Name: _____

The City of Johns Creek requires minimum of 51% participation by the prime Contractor on all projects.

EXHIBIT A

BID SPECIFICATIONS

PURPOSE, INTENT AND PROJECT DESCRIPTION

The City of Johns Creek Public Works Department, (City), requests that interested parties submit formal sealed bids/proposals for the plant mix patching of various streets within the City of Johns Creek. Please see Work Schedule and Location Maps for locations.

GENERAL CONDITIONS

The contractor shall execute the work according to and meet the requirements of the following:

- Georgia Department of Transportation (GDOT) Specifications, Standards, and Details;
- The Contract Documents including but not limited to the scope of work, special provisions, and specifications;
- City of Johns Creek ordinances and regulations;
- OSHA standards and guidelines
- Any other applicable codes, laws and regulations including but not limited to Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated, Title VI of the Civil Rights Act, Drug-Free Workplace Act, and all applicable requirements of the Americans with Disabilities Act of 1990.

In case of discrepancy between the unit price and the total price on the completed Bid Schedule, the unit price will prevail and the total price will be corrected.

The contractor will be responsible for providing all labor, materials, and equipment necessary to perform the work. This is a unit price bid. Payment will be made based on actual work completed. The contractor is responsible for inspecting the jobsite prior to submitting a bid. No change orders will be issued for differing site conditions.

Materials must come from GDOT approved sources. The contractor will be required to submit in writing a list of proposed sources of materials. When required representative samples will be taken for examination and testing prior to approval. The materials used in the work shall meet all quality requirements of the contract. Materials will not be considered as finally accepted until all tests, including any to be taken from the finished work have been completed and evaluated. Standard Specification 106 – Control of Materials will be used as a guide. All materials will be tested according to the GDOT Sampling, Testing, and Inspection Manual by an approved consultant/lab hired by the City.

The successful bidder must have verifiable experience at construction of similar projects in accordance with these specifications. **Bidder shall provide references demonstrating experience completing projects of similar scope.**

10% retainage will be withheld from the total amount due the contractor until Final Acceptance of work is issued by the City. The City will inspect the work as it progresses.

PROSECUTION AND PROGRESS

The Contractor will mobilize with sufficient forces such that all construction identified as part of this contract shall be substantially completed by March 1, 2017 as indicated on the Bid Schedule and Work Schedule. The contractor will be considered substantially complete when all work required by this contract has been completed (excluding punch list work).

Upon Notice of Award the Contractor will be required to submit a Progress Schedule.

Normal workday shall be 9:00 AM to 4:00 PM and the normal workweek shall be Monday through Friday. The City will consider extended workdays or workweeks upon written request by the Contractor on a case by case basis. No work will be allowed on national holidays (i.e. Labor Day, Thanksgiving, Christmas, etc.)

The contractor shall submit a one-week look-ahead schedule every Thursday detailing scheduled activities for the following week. This schedule should accurately represent the intended work and cannot be vague or broad such as listing every road in the contract.

The work will require bidder to provide all labor, administrative forces, equipment, materials and other incidental items to complete all required work. The City shall perform a Final Inspection upon substantial completion of the work. The contractor will be allowed to participate in the Final Inspection. All repairs shall be completed by the contractor at his expense prior to issuance of Final Acceptance. The contractor will have 45 calendar days to complete Punch List work.

The contractor shall be assessed liquidated damages in the amount of \$200.00 per calendar day for any contract work (excluding punch list) that is not completed by March 1, 2017. Liquidated damages shall be deducted from the 10% retainage held by the City. The contractor will also be assessed liquidated damages for not completing any required Punch List work within 45 calendar days.

PERMITS AND LICENSES

The contractor shall procure all permits and licenses, pay all charges, taxes and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

MATERIALS

Contractor will be responsible for replacing any work performed with material from rejected sample lot at no cost to the City.

EXISTING CONDITIONS / DEVIATION OF QUANTITIES

The City reserves the right to add, modify, or delete quantities. The City may also elect to eliminate or add certain work locations at its discretion. Contractor will be paid for actual in-place quantities completed and accepted for pay items listed in the Bid Schedule. Contractor will not be entitled to an adjustment of unit price on an item which increased or decreased from the original plan quantity. All other work (i.e., milling, tack) required by this ITB, plans, specs, standards, etc. but not specifically listed in the Bid Schedule shall be considered "incidental work". The bidder shall include the cost for all incidental work in their lump sum bid. Contractor will notify the City in writing if quantities of contract items will exceed plan. At no time will

contractor proceed with work outside the prescribed scope of services for which additional payment will be requested without the written authorization of the City.

UTILITIES

Contractor shall be responsible for having all utilities located prior to beginning work. Contractor will be responsible for coordinating any utility adjustments necessary for completing the work.

TEMPORARY TRAFFIC CONTROL

The contractor shall, at all times, conduct his work so as to assure the least possible obstruction of traffic. The safety and convenience of the general public and the residents along the roadway and the protection of persons and property shall be provided for by the contractor as specified in the State of Georgia, Department of Transportation Standard Specifications Sections 104.05, 107.09 and 150.

Traffic whose origin and destination is within the limits of the project shall be provided ingress and egress at all times unless otherwise specified by the City. The ingress and egress includes entrances and exits VIA driveways at various properties, and access to the intersecting roads and streets. The contractor shall maintain sufficient personnel and equipment (including flaggers and traffic control signing) on the project at all times, particularly during inclement weather, to insure that ingress and egress are safely provided when and where needed.

Two-way traffic shall be maintained at all times, utilizing pilot vehicles, unless otherwise specified or approved by the City. In the event of an emergency situation, the Contractor shall provide access to emergency vehicles and/or emergency personnel through or around the construction area. Any pavement damaged by such an occurrence will be repaired by the Contractor at no additional cost to the City.

The contractor shall furnish, install and maintain all necessary and required barricades, signs and other traffic control devices (including suitable lighting for night work) in accordance with the MUTCD and DOT specifications, and take all necessary precautions for the protection of the workers and safety of the public.

All existing signs, markers and other traffic control devices removed or damaged during construction operations will be reinstalled or replaced at the contractor's expense. At no time will contractor remove regulatory signing which may cause a hazard to the public. The Contractor shall, within 24 hours place temporary pavement markings (paint or removable tape) matching existing pavement markings on milled or patched pavements.

All personnel and equipment required for maintaining temporary traffic control, public convenience and safety costs will be included in the unit bid pricing.

PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

The contractor shall be responsible for the preservation of all public and private property, crops, fish ponds, trees, monuments, highway signs and markers, fences, grassed and sodded areas, etc. along and adjacent to the highway, road or street, and shall use every precaution necessary to

prevent damage or injury thereto, unless the removal, alteration, or destruction of such property is provided for under the contract.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof by the contractor, he shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or she/he shall make good such damage or injury in an acceptable manner. The contractor shall correct all disturbed areas before retainage will be released.

REPAIR OF EXISTING PAVEMENT

This work shall consist of repairing existing pavement areas that have failed or showing signs of distress. The City shall mark all areas to be patched.

Areas marked for patching shall be cut out in a rectangular shape 4 inches below the surface of the existing asphalt pavement, trimmed to vertical sides, and all loose material removed. After the area has been cleaned, it shall be tack coated. The bituminous tack coat shall be included in the price bid for patching. The contractor will be allowed to use a milling machine to excavate for patches. The minimum width for the patches will be based on the size of the machine used to excavate, but shall not exceed 7' in width. The City reserves the right to change the depth of patching as needed.

Asphaltic concrete patching will be paid for at the Contract Unit Price per ton and shall include pavement removal, trimming, cleaning and all other incidental work. The contractor shall replace at his expense all patches, which are determined inadequate after inspection. The City reserves the right to change the depth of patching as needed.

There are certain locations that require undercutting and installation of surge stone and/or GAB (please refer to Work Schedule for a complete list of locations requiring undercutting). Load tickets that meet Georgia Department of Transportation Specifications must accompany all delivered materials. The Contractor must supply copies of all asphalt tickets to the City.

BITUMINOUS TACK COAT

This work shall consist of the placement of bituminous tack. AC-20 or AC-30 shall be used. All surfaces shall be cleaned completely and thoroughly dry before any tack is applied. Tack shall not be applied when the pavement is wet. Bituminous tack coat shall be applied between .04 and .06 gallons per square yard.

All materials and equipment used to perform this work shall be considered incidental to the work and included in the bid price for other pay items.

MILLING

Patching shall be constructed so as to tie into existing pavement and curbs with the best possible ride and aesthetic result. Unacceptable roughness shall be repaired by contractor.

The minimum width for milling shall be based on the size of the machine used to excavate, but shall not exceed 7' in width. The milling shall be 4" in depth. The final surface of the pavement after all paving has been completed shall be flush with the existing curb and roadway.

All materials and equipment used to perform this work shall be considered incidental to the work and included in the bid price for other pay items.

PAVEMENT MARKINGS

This City will be responsible for replacing pavement marking.

SIGNAL SYSTEM REPAIR

This City will be responsible for replacing damaged traffic loops.

The contractor shall coordinate with the Traffic Services Manager at (678) 512-3200 whenever operations cause damage to traffic signal loops, so that repairs can be scheduled.

CLEANUP

All restoration and clean-up work shall be performed daily. Operations shall be suspended if the contractor fails to accomplish restoration and clean-up within an acceptable period of time. Asphalt and other debris shall be removed from gutters, sidewalks, yards, driveways, etc. Failure to perform clean-up activities may result in suspension of the work. Milling operation shall be followed immediately by clean-up at which the contractor is to provide power brooms, vacuum sweepers, power blowers, or other means to remove loose debris or dust. Do not allow dust control to restrict visibility of passing traffic or to disrupt adjacent property owners. All pavement areas shall be clean and dry prior to placing tack coat, asphaltic concrete or other materials.

SAFETY

Beginning with mobilization and ending with acceptance of work, the contractor shall be responsible for providing a clean and safe work environment at the project site. The contractor shall comply with all OSHA regulations as they pertain to this project.

SPECIAL PROVISIONS

All work associated with this contract shall meet the Georgia DOT standard specifications for construction materials, methods and procedures not specifically listed in this solicitation.

EXHIBIT B
BID SCHEDULE

ITEM CODE	ITEM DESCRIPTION	UM	QUANTITY	Unit Price	Total Price
402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME – 4” depth	TN	2426		
310-1101	GR AGGR BASE CRS, INCL MATL – 8” Depth	TN	65		
	SURGE STONE, INCL MATL - 12” Depth	TN	60		
				Total	
In case of discrepancy between the unit price and the total price on the completed Bid Schedule, the unit price will prevail and the total price will be corrected.					

EXHIBIT C

Work Schedule by Locations

Patching location list					
Street	Location	LENGTH	WIDTH	SY	TON HMA
Jones Bridge Road NB between Waters and Buice Road	south of Meadow Crest Lane	200	12	267	59
	10275 JBR	20	12	27	6
	Meadow Crest Lane	200	12	267	59
	North of Meadow Crest Lane	150	12	200	44
	North of Willow Meadow Circle	100	12	133	29
	Meadow Crest Lane intersection	100	12	133	29
	South of Meadow Run Trace	200	12	267	59
Jones Bridge Road between Buice and Morton Road	Multiple Locations	125	10	139	31
		100	10	111	24
		220	10	244	54
Jones Bridge Road SB between Waters and Buice Road	10275 JBR	100	12	133	29
	South of Meadow Crest Lane	130	12	173	38
	South of Willow Meadow Circle	510	12	680	150
	South of Meadow Crest Lane	16	8	14	3
	North of Colony Drive	200	12	267	59
	North of Colony Drive	120	12	160	35
	Meadow Run Trace	100	7	78	17
Jones Bridge Road NB between Douglas and McGinnis Ferry Road	Multiple locations	285	10	317	70
		225	10	250	55
		250	10	278	61
		200	10	222	49
		225	12	300	66
Jones Bridge Road SB between Douglas and McGinnis Ferry Road	Multiple Locations	115	12	153	34
		30	10	33	7
		375	12	500	110
		95	12	127	28
State Bridge Road between Twin Gate Drive and Medlock Crossing Parkway.	Various locations both east and westbound	2500	10	2222	700
Buice Road	Between JBR and the Noor subdivision WB	100	7	78	17
		150	12	200	44
		50	12	67	15
		72	7	56	12
	EB between the Noor and JBR	30	7	23	5

		215	10	239	53
Bridge Decks		200	7	156	34
Old Alabama Road		50	22	122	27
Brumbelow Road		40	22	98	22
Bell Road		20	20	44	10
Wilson Road		187	10	208	46
Rogers Circle	Multple Locations	300	10	333	73
Parsons Road Between Abbotts Bridge and Medlock Bridge	Various Locations	220	12	293	65
				0	0
				0	0
			TOTALS		2426

EXHIBIT D

MAPS

EXHIBIT E

IMMIGRATION AND SECURITY FORM CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Johns Creek has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 989-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Johns Creek, contractor will secure from such subcontractors(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to main records of such compliance and provide a copy of each such verification to the City of Johns Creek at the time of the subcontractor(s) is retained to perform such service.

EEV / Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS _____ DAY OF _____ 201____

Notary Public
My Commission Expires: _____

*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/ Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

(End of Form)

Affidavit Verifying Lawful Presence Within the United States

I, (print name) _____, swear or affirm under penalty of perjury that (*check one*):

- ☐ I am a United States citizen or legal permanent resident 18 years of age or older;
or
- ☐ I am a qualified alien or nonimmigrant under the Federal Immigration and Nationality Act 18 years of age or older lawfully present in the United States.

Alien Registration Number: _____

I am applying for the public benefit of contracting with the City of Johns Creek, Georgia to provide products or services.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that knowingly and willfully making a false, fictitious, or fraudulent statement of representation in this affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Print Name of Applicant

Position Title (if applicable)

Signature of Applicant

Date

Subscribed and sworn to before me on

this the _____ day of , 20____.

(Clerk/Notary Public)

My commission expires: _____